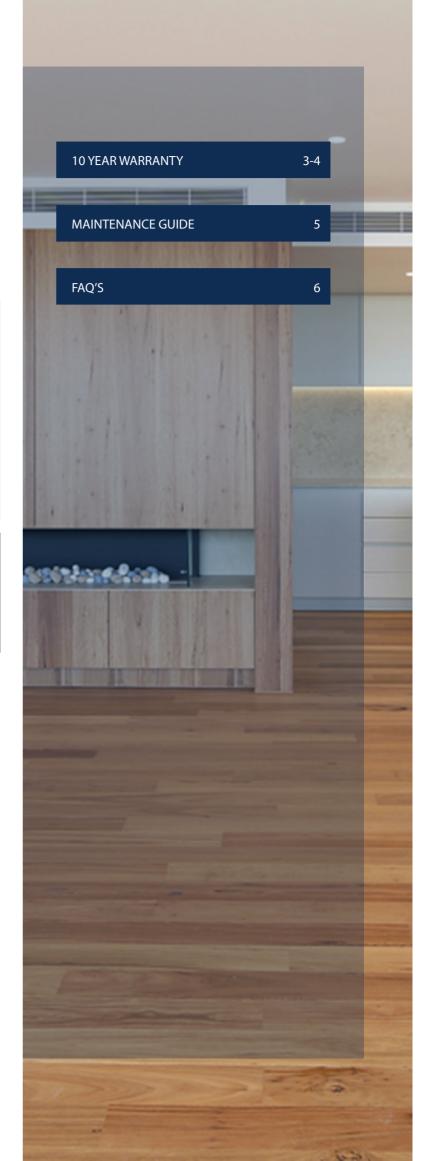


# Embelton Commercial Warranty

### **IMPORTANT:**

READ THOROUGHLY BEFORE STARTING INSTALLATION All installed boards will be considered as accepted by the installer and/or homeowner. Any defects should be reported to the wholesaler or retailer immediately for inspection and/or replacement. We cannot accept responsibility for flooring installed with visible defects.

Warranty Provider
GP Embelton & Co Pty Ltd
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#### **About This Warranty:**

The benefits to the consumer under the warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to major failure. All expenses related to warranty claims are the responsibility of the consumer making the warranty claim. The original purchaser of Embelton flooring in Australia is offered the following warranties, effective for purchases made after 1st June 2010. Please note this product is warranted for indoor use only and is not transferable in the event of a property sale. Embelton's Floors installed in rental properties are covered under Embelton's 10-year commercial warranty.

#### 10 Year Limited Surface Warranty:

For Pre-finished flooring, the manufacturer warrants to the original purchaser that the top surface layer will not wear through under normal conditions of wear and tear, for a period of ten years from the date of purchase. Gloss reduction and scratches caused by regular traffic are not considered wear through and are not covered by this warranty. The warranty becomes effective on the date of purchase.

#### For Post Installation Coatings:

Where Embelton are the contractor, the warranty provisions for any material that is finished onsite or insitu, shall reflect the coating manufacturers system warranties. The warranty duration is subject to the specification provided for each individual coating system. Embelton warrant the flooring material only, the coating system warranty is determined by the coating manufacturer. These warranties cannot be altered and are provided on the basis that the coating has been applied correctly and as per the manufacturer's specification.

Embelton will provide a supplemental attachment for the warranty period attached, for the specified coating manufacturers requirements.



## 10 Year Structural Integrity Warranty:

The manufacturer warrants its product in its original manufactured condition to be free from defects in material and workmanship, including dimension, lamination and assembly (may not apply to special or nonstandard grade specifications, as advised at the time of sale).

#### **Installation Requirements:**

Embelton's Floors must be laid indoors in suitable areas. While they are tough and durable, they are not appropriate for outdoors or humid spaces such as bathrooms and saunas. As such, this warranty does not cover floors that are laid in unsuitable areas. As a natural product, Embelton's floors will continue to expand and contract during normal seasonal temperatures and humidity changes. The product, when properly installed, may experience slight expansion, contraction, and separation between boards, which is normal. If minor separation does occur, it is not covered by this warranty. Expansion gaps should be installed as required. Please note, in "floating" installation (as opposed to glue down), caulking is not permitted as this may restrict the ability of the floor to expand and contract; and will void the warranty.

Product thought to be defective by the installer should be returned to your dealer for inspection and possible replacement prior to installation. Installation implies acceptance of the appearance of the product. If a flooring product from Embelton should fail to meet the Terms of the Warranty, GP Embelton & Co. Pty Ltd and the manufacturer, at its option, will either supply a replacement product from the current range, parts to repair or replace the defective product, or refund the purchase price of the defective product prorated over the remaining life of this limited warranty.

A minimum of 10% of the total installed surface area must be affected for the warranty to apply. This warranty is exclusive. It covers the repair or replacement of defective materials only. It does not cover mouldings or accessories. It does not cover labour costs. Installation of the replacement products will be at the buyer's expense.

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#### **Normal Performance:**

Minor Checking is a natural occurrence in many timbers. If less than 10% of boards are affected by checking, this is regarded as a natural process and will not be covered in this warranty.

Natural hardwood timbers are photosensitive and will react to UV rays, this may result in fading or darkening of the material. The amount of direct sunlight will be the determining factor in how much and how fast this occurs. It is a natural process with timber and cannot be prevented.

Oak flooring will typically go darker when under direct sunlight, until the stain starts to fade. Initially the coating reduces this effect, however this will eventually occur and the timber stain will eventually fade as it becomes aged. Only in darker stained Oak colours will you see it losing its strength and possibly fade, although this can be reduced by proper maintenance and reapplying the coating over the life cycle of the material.

Australian hardwoods being lively and textured, will become darker and their individual colour traits become richer and warmer.

#### Conditions:

The manufacturer will honour claims under this warranty, only if all the following conditions are satisfied:

- The covered person must provide proof of date of purchase, original purchase price and that he/she is the original purchaser. He/she must also demonstrate the floor is at the original installation site.
- At all times between purchase and installation, the flooring must be properly stored according to installation instructions.
   This warranty applies to interior residential construction only.
- The flooring must be installed in accordance with the installation instructions. Relative humidity in the area of use must be maintained within a range of 30% to 70%. Room temperature of 15-30 C is recommended.
- The use of evaporative cooling will dramatically increase the moisture content of the flooring and can cause growth of the boards, resulting in possible squeaking or damage.
- Embelton Floors must be maintained in accordance with the maintenance guide.
- The warranty will be made void if unusual man-made or natural disasters, including leaking or broken plumbing, fire, flood, earthquake or standing water occur during or after installation.

 Heavy objects and furniture such as bookcases, billiard tables or kitchen units should not be situated on any floating installation. This can lead to the floor failing to respond to contraction and expansion, which can cause squeaking and possible failure.

#### Warranty Exclusions:

The manufacturer's warranty does not cover the following:

- Failure to follow the manufacturer's written floor installation instructions, including protecting the floor from moisture from the subfloor and other sources.
- Indentations, scratches, damage caused by negligence or accident, water ingress, insects, animals, high-heeled or spiked shoes, urine and high traffic areas.
- Exposure to excessive heat, sunlight or improper humidity in the environment.
- Improper maintenance, insufficient protection or misuse.
- Where subfloor heating is used.
- Improper alterations to the original manufactured product.
   Alterations or repairs to the manufacturer's original product will void any and all warranties.
- Changes in colour or appearance due to full or partial exposure to sunlight, weather, ageing or refinishing.
- Failure due to structural changes in the subfloor, settling of the building or an uneven subfloor that has not been adequately levelled (+/- 3mm over 1m).
- Damage/growth/moisture gain from evaporative cooling.
   Failure to maintain adequate ventilation. Most commonly, this may result if areas of floor are closed off for extended periods of time causing excessive heat leading to moisture loss and damage to the floor.

#### Warranty Disclaimers:

The foregoing is in lieu of all other warranties expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, except as covered by Common Law. The manufacturer shall not be liable for loss of use or any other incidental or consequential costs, expenses or damages incurred by the original purchaser. This warranty gives you specific rights and you may also have other rights that may vary from State to State. It should be read in conjunction with GP Embelton & Co. Pty Ltd's General Terms and Conditions of Sale (available upon request).

Your Embelton floor is designed with low maintenance in mind. Follow these simple steps to achieve many years of enjoyment from your floor.

#### Preventative Care Tips:

- In areas of excessive traffic and wear, please make use of runners or area rugs. Use felt protectors under heavy pieces of furniture and chairs.
- Use protective mats at all exterior entrances. Do not use rubber-based furniture or mats as the rubber may leach into the floor.
- Spiked heels or shoes in need of repair can severely damage your floor.
- Keep animal nails trimmed to prevent excess scratching.
- Protect your floor by using a dolly for moving furniture or appliances. Try not to slide or roll across the floor.
- Maintain relative humidity levels between 30% and 70% and temperature between 15-30°C
- All doorways and adjoining rooms should have expansion joints. Sweep or vacuum as often as necessary to remove any loose dirt or grit before it can scratch the floor.
- Use a slightly damp mop only avoid excessive amounts of water. Steam mops must not be used.
- Oil soaps, wax, liquid or other household products may affect your coating and should be avoided.
- Avoid prolonged exposure to direct sunlight using blinds or curtains, this will reduce the fading or darkening of the material, and will assist in the management of expansion, contraction, and to maintain a stable moisture content.

#### Restoration, Sanding & Re-coating:

Timber can be lightly sanded and rejuvenated with a polyurethane or water- based coating to restore the appearance of the floor. Sanding and re-coating of any Embelton Floor should only ever be carried out by a professional flooring contractor.

If you are considering refinishing your floor, please consult Embelton on 1800 889 181 for advice.

#### **Repairing Scratches:**

Embelton recommends the following repair accessories:

- For darker timbers, we recommend Gilly Stephenson's Scratch Cover for dark wood floors
- For lighter timbers, we recommend Gilly Stephenson's Orange Oil for pale wood floors

Alternatively, consult Embelton for a colour matched crayontype filler stick, designed for use on UV-finished wood floors. Please contact Embelton Flooring for advice prior to any major rectification.

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#### Does my home have suitable ventilation and drainage?

Airflow under and/or around a floor is essential. Normally brick homes have suitable ventilation slots around the brickwork, but it's important to ensure these have not been filled in over the years or become overgrown by garden beds. Drainage is also essential to ensure water is not trapped around or under your home. Failure to ensure this can increase the moisture content in your floor and potentially cause issues.

#### Why do I need expansion gaps?

If your floor is installed as a floated system, it should be noted that rooms within the home need to be able to move as one. This is the reason that many floating floors have expansion gaps between rooms to reduce any pressure issues. It should also be noted that very heavy objects, such as billiard tables, bookcases, large fridges or kitchen units can cause issues for floating floors and should be discussed with the retailer. All floated floors need to be able to move freely and must not be fixed down.

#### Why does my floor look slightly different to what I imagined?

Photos in magazines or the internet will not give you a realistic representation of full species colour or feature. Even a sample flooring board provides just are presentation of the colour and features in that species. It might be noted that many species and types of flooring have a great spread of natural variance and are affected by seasonal and climatic changes. Within a single species the colours and colour variation can be quite pronounced and can differ markedly from one floor to another.

#### How will my floor wear?

Hardness indicates a species resistance to indentation. Damage to floors may occur due to continual movement of furniture, heavy foot traffic and in particular "stiletto heel" type pressure. Embelton flooring ensures improved resistance to indentation and abrasion. Minor surface scratching in the coating can be repaired with Gilly Stephenson oil by the homeowner on a regular basis.

#### How do I care for my floor?

A simple brush or a light vacuum keeps floors looking great. If household pets or children have dragged mud through the house a micro fibre mop and a light mist of water removes the grime with ease. A minimum amount of water is the key. Many household chemicals and cleaners will damage floors and must not be used. There are many aspects that affect how often the floor requires cleaning and these include the degree of grit present(particularly from children and pets), type of exterior and interior matting used, the level of foot traffic, type of footwear and general conditions of the area outside the house, such as abundant gravel or sand. Spills should be mopped up when they occur and any leaks attended to immediately. Steam mops should never be used on your floor.

#### Does the climate and environment of my home affect my floor?

It is important to have an understanding of the relationship between your flooring, humidity in the surrounding air and the dimensional changes that occur as a result of changes in humidity. During weather conditions of consistently high humidity, your flooring will absorb moisture from the surrounding air causing it to swell or increase in size. This can cause squeaking or creaking due to the tightness of the boards. Conversely, during drier times when humidity is low, your flooring will shrink, reducing in size. Your flooring, if not placed in a permanently controlled environment, will always move in response to changing environmental conditions. Ultimately consumers should understand that as a natural product, your flooring will continue to respond to its environment throughout its life.

## Does the construction of my home impact the installation of my floor?

Timber, Hybrid and Laminate floors are commonly laid in homes with either a concrete slab or a joist construction with ground beneath. However, the build of your home will determine what preparation that needs to occur prior to installation of the floor. A slab needs to be protected with either Embelton Hydro-Stop or an equivalent underlay with 200 micron plastic moisture barrier. With joist construction, protection from ground moisture may be necessary. Note that floors should not to be laid over wet sub-floor conditions.

## Do heating systems, refrigerative air conditioning and evaporative coolers alter the conditions of my flooring?

Any of these products can have an adverse effect on your floor if they are used for extended periods or incorrectly. You must advise the flooring retailer of your normal usage habits when choosing your floor and ahead of installation as these will dictate the product's suitability and installation method. The home should be kept to a regulated temperature and relative humidity. This will also ensure your floor is in the right controlled environment.

#### What impact will large expansive windows or skylights that face the sun for extended periods have on my floor?

If a floor is constantly in direct sunlight this may cause unwanted fading, shrinkage and even some damage due to surface drying. All efforts should be made to protect floors from harsh direct sunlight using window coverings or window tinting.

#### Does my floating floor have any particular requirements?

If your floor is installed as a floated system, it should be noted that rooms within the home need to be able to move as one. This is the reason that many floating floors have expansion gaps between rooms to reduce any pressure issues. It should also be noted that very heavy objects, such as billiard tables, bookcases, large fridges or kitchen units can cause issues for floating floors and should be discussed with the retailer. All floated floors need to be able to move freely and must not be fixed down.

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